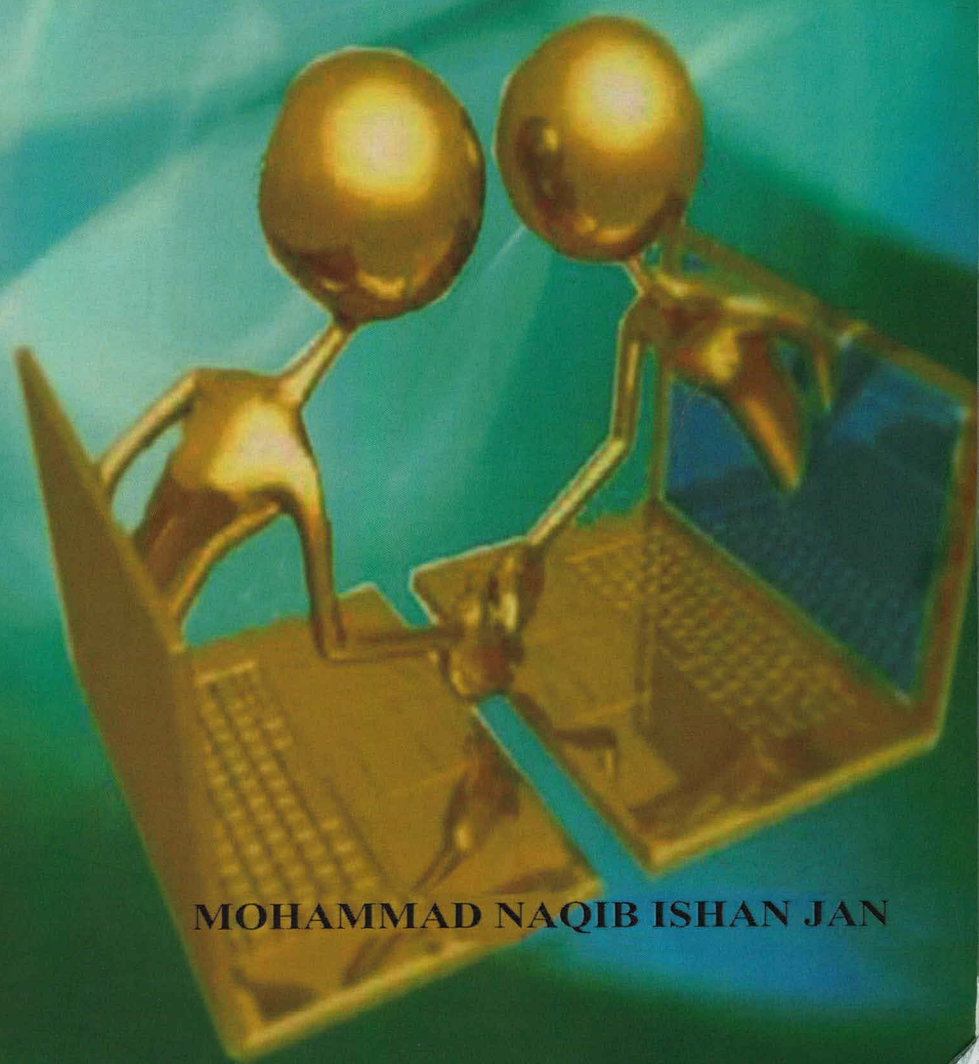


LAW AND COMMERCE : THE MALAYSIAN PERSPECTIVE



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LAW AND COMMERCE: THE MALAYSIAN PERSPECTIVE

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CHAPTER 18

ISLAMIC HIRE-PURCHASE (*AL-IJARAH THUMMA AL-BAY'*) (AITAB)

by

ABDALLAHI BEN MOHAMED

DEFINITION OF *IJARAH*

The term *ijarah* literally means "rent," which is a consideration paid to a worker for his services. The term is used for two meanings: (1) to hire a person to perform a task and (2) to splint a broken bone.

Technically, the Hanafi's defined *ijarah* as: "a contract which enables possession of a particular intended usufruct of the leased asset, for a consideration." The Majallah defined it as "a contract upon a usufruct with a consideration." On the other hand, the Maliki's defined it as "a contract which relates to permissible usufructs for a particular period and a particular consideration not arising from usufruct." Shafi'i jurists on their part defined it as "a contract for a defined intended usufruct liable to utilization and accessibility, for a particular recompense." The Hanbalis provided a wider definition for *Ijarah*, they defined it as: "a contract for a particular permissible usufruct which is